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Application for *Pro Hac Vice* Admission to be filed

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

RICHARD ZEITLIN, ADVANCED  
TELEPHONY CONSULTANTS, MRZ  
MANAGEMENT, LLC, DONOR  
RELATIONS, LLC, TPFE, INC.,  
AMERICAN TECHNOLOGY SERVICES,  
COMPLIANCE CONSULTANTS,  
CHROME BUILDERS CONSTRUCTION,  
INC., and UNIFIED DATA SERVICES,

Plaintiffs,

v.

BANK OF AMERICA, N.A. and JOHN  
and JANE DOES 1-100,

Defendants.

Case No. \_\_\_\_\_

**JURY TRIAL DEMANDED**

**ORIGINAL COMPLAINT**

COMES NOW the Plaintiff, Richard Zeitlin, by and through his attorneys, THE BERNHOFT LAW FIRM, S.C. and COOPER LEVENSON, P.A., and for his Complaint against the Defendants BANK OF AMERICA, N. A. AND JOHN AND JANE DOES 1-100, states as follows:

## **INTRODUCTION**

1. This is a civil diversity action seeking compensatory, punitive, declaratory, and other legal and equitable relief, for Defendant Bank of America's improper freezing of Plaintiff's bank accounts in violation of Nevada common and statutory law.

2. Plaintiff Richard Zeitlin has suffered severe hardship and damage as a result of this improper action in the form of lost business opportunities, damage to his professional and personal reputations, and severe emotional distress that has forced him to seek medical treatment.

3. The sole justification for Defendant's egregious conduct is based on a contractual clause buried deep within a 70-page adhesion contract that Defendant contends accords it unlimited and unreviewable discretion without legal process or statutory authority to freeze its depositors' accounts and to deny the depositor any opportunity to respond.

## **JURISDICTION AND VENUE**

4. This is a civil action seeking compensatory, punitive, declaratory, and other legal and equitable relief, and the Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332. The amount in controversy exceeds the sum of \$75,000.

5. This action is properly venued in this federal judicial district under 28 U.S.C. §1391. The Plaintiff resides in this district and the events giving rise to the claims asserted herein occurred within the district.

## **THE PARTIES**

6. Plaintiff Richard Zeitlin is a resident of the State of Nevada. The remaining plaintiffs are all residents of the State of Nevada and owned by Richard Zeitlin.

7. On information and belief, Defendant Bank of America, N.A., ("Bank of America"), is a Delaware corporation whose principal place of business is in North Carolina and which does business in the state of Nevada. The John and Jane Does 1-100 are all unknown participants in the allegations set out below.

FACTS APPLICABLE TO ALL COUNTS

8. Sometime in 1994, the precise date being unknown, Plaintiff Richard Zeitlin opened a personal deposit account with Bank of America. Over the next 24 years, Zeitlin opened several additional accounts, both personal and business. As of June 1, 2018, Zeitlin maintained the following accounts and is currently an authorized signer on each:

<u>Account Number</u>	<u>Name on Account</u>	<u>Date Opened</u>
#xxxxxxx0080	– Advanced Telephony Consultants, LLC,	04/16/16
#xxxxxxx6939	– TPFE, Inc.	05/18/15
#xxxxxxx2331	– Donor Relations, LLC	05/19/16
#xxxxxxx6463	– Unified Data Services, LLC	12/27/17
#xxxxxxx6641	– Compliance Consultants, LLC	12/27/17
#xxxxxxx8925	– Integrated Telecom, Inc.	07/18/05
#xxxxxxx4942	– Chrome Builders Construction, Inc.	01/19/18
#xxxxxxx2095	– MRZ Management, LLC	11/04/15
#xxxxxxx4421	– Richard Zeitlin	1994

9. According to Bank of America Associate General Counsel Ryan H. Rogers, by letter dated August 14, 2018, each of these deposit accounts is subject to the terms and conditions of Bank of America's "Deposit Agreement and Disclosure" ("Deposit Agreement"). The Deposit Agreement is a standard form document applicable to Bank of America deposit accounts and is amended from time to time. The current version of the Deposit Agreement, which went into effect June 4, 2018 and may be accessed electronically at <https://www.bankofamerica.com/deposits/resources/deposit-agreements.go> (accessed September 28, 2018), consists of more than 70 pages of extremely small print.

10. At the time Zeitlin opened each of these deposit accounts, there were absolutely no negotiations between Zeitlin and Bank of America with respect to the terms and conditions contained in the Bank of America deposit agreement. The Deposit Agreement was presented to Zeitlin as a "*fait accompli*" or as a "take it or leave it" agreement.

11. At the time Zeitlin opened each of these deposit accounts, no one from Bank of America explained or pointed out to Zeitlin any of the contents of the Deposit Agreement. In particular, no one called Zeitlin's attention to the following language which is taken from the current Deposit Agreement ("Freezing Clause"):

1  
2 “If at any time we believe your account may be subject to irregular, unauthorized,  
3 fraudulent, or illegal activity, we may, in our discretion, freeze some or all of the  
4 funds in the account and in other accounts you maintain with us, without any liability  
5 to you, until such time as we complete our investigation of the account and  
6 transactions.”

7  
8 12. By its plain terms, the Freezing Clause may be invoked any time a Bank of America  
9 official with appropriate decision making authority holds a subjective belief of irregular,  
10 unauthorized, fraudulent, or illegal activity. Indeed, nothing in the Clause requires a good faith  
11 belief, reasonable belief, or objective belief based on evidence. Even if the Bank of America official  
12 has a bad faith or unreasonable belief that one of its depositors’ accounts has had irregular or  
13 unauthorized activity, he may freeze the account *indefinitely*, effectively converting the funds to the  
14 bank’s own use.

15  
16 13. On August 8, 2018, Zeitlin discovered that each of the personal and business accounts  
17 listed above had been frozen for reasons that to date have never been explained to him.

18  
19 14. By letter dated August 9, 2018 and sent on behalf of Zeitlin, Daniel J. Treuden, an  
20 attorney with the Bernhoft Law Firm, S. C., contacted Andrew Frey, an investigator with Bank of  
21 America to whom Zeitlin had earlier been referred and demanded that the bank release the funds that  
22 “were illegally frozen without explanation or legal process.” Treuden also requested information  
23 concerning the investigation into Zeitlin’s business and personal accounts over which he has  
24 signature authority. Among other things, Treuden requested information regarding the nature, scope,  
25 genesis, and duration of the investigation and the precise reason the funds were being frozen.  
26 Treuden further requested that Frye identify the legal authority that allowed Bank of America to  
27 undertake such action and to provide a copy of legal process, if any, that could allow the bank to  
28 freeze Zeitlin’s funds.

15  
16 15. By letter dated August 10, 2018, Frye responded with what appears to be a standard  
17 form letter. The sole justification for the freeze was based on the Freeze Clause of the Deposit  
18 Agreement whose language was quoted above. Further, Frye refused to answer any of Treuden’s  
19

1 queries, stating cryptically that details of “investigations are kept internal and not divulged either  
2 during or after the process.”

3 16. Treuden responded that same day with a letter to David G. Leitsch, the bank’s Global  
4 General Counsel with whom Treuden had conferred earlier by telephone. Treuden’s letter warned  
5 Leitsch that holding another’s assets without legal process or explanation was an illegal act that  
6 would not be tolerated. Bank of America’s blanket and inexplicable refusal to discuss the merits of  
7 the investigation was a problem that needed to be rectified immediately.

8 17. Prior to filing the instant action, the parties exchanged three more letters. On August  
9 14, 2018, Ryan H. Rogers, the bank’s Associate General Counsel, advised attorneys Treuden and  
10 Robert G. Bernhoft to direct any future correspondence to him. Rogers recited the language of the  
11 Freeze Clause which to date remains the sole justification any Bank of America representative has  
12 offered for the freeze. Acknowledging that the Deposit Agreement was an adhesion contract, Rogers  
13 stated unequivocally that when the deposit accounts in question were opened, Zeitlin agreed to the  
14 terms and conditions of the Deposit Agreement, a copy of which could be accessed electronically.

15 18. By letter dated August 15, 2018, Treuden responded to Rogers and pointed to the  
16 gravity of the situation if Zeitlin’s funds were not immediately unfrozen. Unless Zeitlin had access to  
17 these funds, he would be laying off dozens of employees that week and would face such a severe  
18 liquidity problem that he would have trouble keeping his businesses afloat. Treuden requested that  
19 Bank of America provide periodic updates and a timeline for the investigation’s conclusion and the  
20 return of Zeitlin’s funds. Treuden also warned that if he could not obtain the “reasonable and  
21 necessary information” they had requested, then Zeitlin would be compelled to seek legal relief in an  
22 appropriate legal forum.

23 19. On September 19, 2018, Zeitlin received one last letter, this one from E. C. Rainey, a  
24 resolutions specialist with the regulatory complaints division of Bank of America. The letter stated  
25 only that the bank needed additional time to continue its investigation and that it could not provide  
26 “a resolution timeframe at this time.”  
27  
28

20. As a direct and proximate result of Bank of America's improper freezing of Zeitlin's personal and business accounts, Zeitlin's was unable to implement a planned expansion of more than 200 agents and has lost at least \$300,000 per week in sales and renewals that will never be recovered. Over the last seven weeks, Zeitlin has lost at least \$2 million in sales and acquisitions. In addition, as a direct and proximate result of Bank of America's improper actions, Zeitlin has been forced to layoff employees resulting in approximately \$150,000 in damages due to lost daily production and has been forced to take on new credit resulting in an immediate drop in his personal credit score.

21. In addition to freezing Zeitlin's personal and business accounts, Bank of America also froze the accounts of two of Zeitlin's largest clients, two federal super pacs that owe Zeitlin approximately \$500,000, a portion of which remains due and owing as of the date of this filing.

22. As a direct and proximate result of Bank of America's improper freezing of Zeitlin's personal and business accounts, Zeitlin has suffered severe emotional distress, sleeplessness, and anxiety for which he has forced to seek medical treatment.

23. As of October 1, 2018, only two of Zeitlin's accounts had been unfrozen, Advanced Telephony Consultants, LLC, and TPF, Inc.

24. On October 1, 2018, Bank of America unfroze all but one of the remaining accounts. As of the date of this filing, the account pertaining to Chrome Builders Construction, Inc. remains frozen and Bank of America has denied Zeitlin access to the funds contained therein which total approximately \$25,000.

**FIRST CAUSE OF ACTION  
BREACH OF CONTRACT**

25. Plaintiff Zeitlin incorporates by this reference all facts and allegations set forth in paragraphs 1 through 24 of this Complaint as if fully set forth herein.

26. Zeitlin entered into account agreements with respect to each of the deposit accounts listed in paragraph 8 for the express purpose of receiving checks and electronic deposits to his account and to use these funds to send checks and electronic deposits to others and to make purchases, pay expenses, and meet payroll.

1           27.     The Deposit Agreement expressly provides that a depositor has a general right to  
2 withdraw funds as soon as a check or electronic deposit clears:

3           “Our general policy is to make funds from your cash or check deposit account  
4 available to you no later than the first business day after we receive your deposit.  
5 Our policy is to make funds from electronic direct deposits made through the  
6 automated clearing house (ACH) and incoming wire transfers available to you the  
7 day after the deposit. **Once they are available, you can withdraw the funds and  
8 we will use the funds to pay checks that you have written.**” (Emphasis supplied).

9           28.     Zeitlin has performed all of the conditions, covenants, and promises required on his  
10 part in accordance with the Deposit Agreement except for those obligations that Zeitlin was  
11 prevented or excused from performing.

12           29.     The Deposit Agreement is an adhesion contract under Nevada law. In a section titled  
13 “Changes to This Agreement,” the Deposit Agreement states that: “We may change this Agreement  
14 at any time. ... If you continue to use your account or keep it open, you are deemed to accept and  
15 agree to the change, and are bound by the change. If you do not agree with a change, you may close  
16 your account as provided in this Agreement.”

17           30.     Bank of America breached its contract with Zeitlin by freezing his accounts and  
18 denying him access to funds contained in his accounts to send checks and electronic transfers, and  
19 by preventing preventing him from withdrawing funds from his accounts.

20           31.     The sole justification Bank of America has offered for denying Zeitlin access to funds  
21 in his accounts is that the Freezing Clause gives Bank of America an unqualified and unreviewable  
22 right to do so without explanation, justification, or excuse.

23           32.     By its plain terms, the Freezing Clause is unconscionable and void as against public  
24 policy and is therefore unenforceable.

25           33.     Additionally, or in the alternative, the Freezing Clause as interpreted and  
26 implemented by Bank of America, is unconscionable and void as against public policy and is  
27 therefore unenforceable.

28           34.     As a direct and proximate result of Bank of America’s breach of contract, Zeitlin has  
suffered damages, including but not limited to denial of access to funds in his accounts, lost business

1 opportunities, damage to his credit rating and reputation, attorneys' fees, and emotional distress for  
2 which he has been forced to seek medical treatment.

3  
4 **SECOND CAUSE OF ACTION**  
**BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

5 35. Plaintiff Zeitlin incorporates by this reference all facts and allegations set forth in  
6 paragraphs 1 through 34 of this Complaint as if fully set forth herein.

7 36. By improperly freezing Zeitlin's accounts indefinitely and denying him any  
8 opportunity to refute any allegations of irregularity or even informing him of the substance of the  
9 allegations themselves, Bank of America has performed the contract in a manner that is unfaithful to  
10 the purpose of the contract itself and of the justified expectations of performing party Zeitlin. In so  
11 doing, Bank of America has violated the implied duty of good faith and fair dealing that exists in all  
12 contracts. Further, each of these acts was performed with oppression and malice.

13 37. As a direct and proximate result of Bank of America's breach of the implied covenant  
14 of good faith and fair dealing that exists in all contracts, Zeitlin has suffered damages, including but  
15 not limited to denial of access to funds in his accounts, lost business opportunities, damage to his  
16 credit rating and reputation, attorneys' fees, and emotional distress for which he has been forced to  
17 seek medical treatment.

18 **THIRD CAUSE OF ACTION**  
19 **VIOLATION OF NEVADA DECEPTIVE TRADE PRACTICES ACT**  
20 **(Nev. Rev. Stat. Ann. § 598.0903 et. seq.)**

21 38. Plaintiff Zeitlin incorporates by this reference all facts and allegations set forth in  
22 paragraphs 1 through 34 of this Complaint as if fully set forth herein.

23 39. A person engages in a "deceptive trade practice" when in the course of his or her  
24 business or occupation he or she knowingly fails to disclose a material fact in connection with the  
25 sale or lease of goods or services. Nev. Rev. Stat. Ann. § 598.0923. For purposes of this provision,  
26 "services" includes services performed in connection with banking accounts.

27 40. On information and belief, Bank of America has a policy or practice of freezing  
28 certain accounts indefinitely based on nothing more than a subjective belief of irregular activity. As  
part of said policy or practice, Bank of America refuses to allow the affected depositors any

1 opportunity to answer the allegations of irregular activity, correct any misconceptions, participate in  
2 investigations, or even to be informed if the substance of the allegations themselves.

3 41. That Bank of America has such a policy or practice is a material fact that Bank of  
4 America fails to disclose to its depositors in connection with the sale of banking service in violation  
5 of Nev. Rev. Stat. Ann. § 598.0923.

6 42. As a direct and proximate result of Bank of America's deceptive trade practices,  
7 Zeitlin has suffered damages, including but not limited to denial of access to funds in his accounts,  
8 lost business opportunities, damage to his credit rating and reputation, attorneys' fees, and emotional  
9 distress for which he has been forced to seek medical treatment.

10 43. Further, the conduct of Bank of America as described in paragraphs 39 through 41  
11 herein was oppressive and malicious and therefore warrants the imposition of exemplary and  
12 punitive damages in an amount to be established by proof at trial.

13 **FOURTH CAUSE OF ACTION**  
14 **CONVERSION**

15 44. Plaintiff Zeitlin incorporates by this reference all facts and allegations set forth in  
16 paragraphs 1 through 34 of this Complaint as if fully set forth herein.

17 45. By improperly freezing Zeitlin's accounts, Bank of America wrongfully exerted  
18 dominion over personal property in denial of, or inconsistent with, title or rights therein and in  
19 derogation, exclusion, and defiance of such rights. In so doing, Bank of America improperly  
20 converted Zeitlin's property to its own use.

21 46. As a direct and proximate result of Bank of America's conversion, Zeitlin has  
22 suffered damages, including but not limited to denial of access to funds in his accounts, lost business  
23 opportunities, damage to his credit rating and reputation, attorneys' fees, and emotional distress for  
24 which he has been forced to seek medical treatment.

25 47. Further, the conduct of Bank of America as described in paragraphs 1 through and 34  
26 and paragraph 45 herein was oppressive and malicious and therefore warrants the imposition of  
27 exemplary and punitive damages in an amount to be established by proof at trial.  
28

**FIFTH CAUSE OF ACTION  
DECLARATORY AND INJUNCTIVE RELIEF**

48. Plaintiff Zeitlin incorporates by this reference all facts and allegations set forth in paragraphs 1 through 34 of this Complaint as if fully set forth herein.

49. An actual controversy has arisen and now exists between Zeitlin and Bank of America regarding the respective rights and concerning the validity and enforceability of the Freezing Clause.

50. As a direct and proximate result of Bank of America's improper actions, Zeitlin has suffered damages, including but not limited to denial of access to funds in his accounts, lost business opportunities, damage to his credit rating and reputation, attorneys' fees, and emotional distress for which he has been forced to seek medical treatment.

51. Zeitlin requests that the Court find and declare that the Freezing Clause is both unconscionable and void as against public policy and is therefore unenforceable.

52. In addition, Zeitlin requests that this Court issue an immediate order directing Bank of America to unfreeze any of Zeitlin's accounts that remain frozen and allowing Zeitlin access to the funds contained therein, and enjoining Bank of America from freezing Zeitlin's accounts in the future in the absence of a court commanding it to do so and expressly identifying the account(s) to be frozen.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully prays this Court enter judgment in favor of Plaintiff and against the Defendant Bank of America, and award:

- (A) compensatory damages in an amount to be determined for denial of access to funds, lost business opportunities, damage to personal and professional reputations, damage to credit rating, incidental and consequential damages, and emotional distress;
- (B) punitive and exemplary damages in an amount to be established by proof at trial;
- (C) attorneys' fees and costs of this litigation;
- (D) a declaratory judgment that the Freezing Clause is unconscionable and void as against public policy and is therefore unenforceable;

1 (E) an injunction directing Bank of America to unfreeze Zeitlin's accounts immediately and  
2 enjoining Bank of America from freezing Zeitlin's accounts in the future in the absence of a court  
3 order; and

4 (F) any other relief this Court deems just and equitable under the circumstances as  
5 appropriate.

6 DATED this 5<sup>th</sup> day of October, 2018.

7 Respectfully submitted by:  
8 COOPER LEVENSON P.A.

9 BY: /s/Joel F. Hansen  
10 JOEL F. HANSEN, ESQ.  
11 Nevada Bar No. 1876  
12 1835 Village Center Circle  
13 Las Vegas, NV 89134  
14 Attorney for Plaintiffs  
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## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Richard Zeitlin, Advanced Telephony Consultants, MRZ Management, LLC, Donor Relations, LLC, TPFE, Inc., American Technology Services, Compliance Consultants, Chrome Builders Construction, Inc., et al.

(b) County of Residence of First Listed Plaintiff Clark County, NV  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Joel Hansen of Cooper Levenson, P.A.  
1835 Village Center Circle  
Las Vegas, NV 89134 - Telephone (702) 366-1125

**DEFENDANTS**

Bank of America, N.A. and John and Jane Does 1-100,

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |   |                                |   |                                |                                       |
|---|---|--------------------------------|---|--------------------------------|---------------------------------------|
| Citizen of This State                   | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4        |
| Citizen of Another State                | <input type="checkbox"/> 2                | <input type="checkbox"/> 2     | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5     | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3                | <input type="checkbox"/> 3     | Foreign Nation  | <input type="checkbox"/> 6     | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

<b>CONTRACT</b>		<b>TORTS</b>		<b>FORFEITURE/PENALTY</b>		<b>BANKRUPTCY</b>		<b>OTHER STATUTES</b>	
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 450 Commerce	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability			<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice			<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Nevada

Richard Zeitlin, Advanced Telephony Consultants,  
MRZ Management, LLC, Donor Relations, LLC,  
TPFE, Inc., American Technology Services,  
Compliance Consultants, Chrome Builders

Plaintiff(s)

v.

Bank of America, N.A. and John and Jane Does  
1-100,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Bank of America, N.A.  
7820 S. Rainbow Boulevard  
Las Vegas, Nevada 89118

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: